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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

BRAND TARZANA SURGICAL INSTITUTE, INC., a California corporation,

Plaintiff,

Plaintiff,

IUDGMENT IN FAVOR OF

AETNA LIFE & CASUALTY

(BERMUDA) LTD. AGAINST

SURGICAL INSTITTUE INC.

PLAINTIFF BRAND TARZANA

AETNA LIFE INSURANCE COMPANY, a health benefits corporation doing business in California; AETNA LIFE & CASUALTY (BERMUDA) LTD., an insurance underwriting corporation doing business in California; and DOES 1 through 100;

Defendants.

On December 6, 2019, the Court having granted the Joint Stipulation of the Parties Regarding the Motion to Dismiss Plaintiff's First Amended Complaint, and having ordered entry of Judgment in accordance therewith, Judgment is hereby entered in favor of Defendants Aetna Life Insurance Company and Aetna Life & Casualty (Bermuda) Ltd. and against Plaintiff Brand Tarzana Surgical Institute Inc.

The court enters its Judgment in the action as follows:

1. This Court's prior Orders (a) on Motion to Dismiss Case in the

JUDGMENT IN FAVOR OF DEFENDANTS AENTA LIFE INSURANCE COMPANY AND AETNA LIFE & CASUALTY (BERMUDA) LTD. AGAINST PLAINTIFF BRAND TARZANA SURGICAL INSTITTUE INC.

1	present action (Dkt. 34); (b) re Standing in the Samaan Action (Request for
2	Judicial Notice ("RJN") Ex. E.); and (c) re Motion for Reconsideration in the
3	Samaan Action (RJN Ex. K) shall constitute the Court's final adjudication of all
4	"anti-assignment clause" issues previously briefed by the parties and
5	considered/adjudicated by this Court in connection with the three subject orders.
6	This final adjudication shall encompass all issues related to the proper
7	construction, interpretation, and application of the anti-assignment clause
8	contained in the Saudi Arabian Cultural Mission Plan, including but not limited to
9	issues of waiver, estoppel, ambiguity, Payment of Benefits clause, public policy,
10	and Insurance Code § 520 and 106(b).
11	2. Plaintiff has withdrawn its tort causes of action for Fraud (First Cause
12	of Action) and Intentional Interference with Economic Relations (Third Cause of
13	Action) in the First Amended Complaint. Plaintiff has also its request for punitive
14	damages as set forth in the First Amended Complaint. Accordingly, all issues have
15	been finally adjudicated in this Court, and the present action is dismissed with
16	prejudice. Each party shall bear its own attorney's fees and costs incurred in
17	connection with this action.
18	IT IS SO ORDERED.
19	DATED: December 11, 2019
20	Honorable Dale S. Fischer UNITED STATES DISTRICT JUDGE
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